

TEA Labor Board Proposal January 16, 2014

The professional teachers of Teutopolis are dedicated to the success of our students, our schools, and our community. We are loyal and devoted professionals who take great pride in our teaching and in the quality of our schools. Our student test scores are exceptional. The graduation rate of our students is nearly 100 percent. We maintain high academic standards – standards that effectively prepare our students for the colleges and universities of their choice as well as the world of work that follows. Along with the supportive parents in our school district, we help instill a strong work ethic in young people that will help them throughout their lives. We are proud to be a part of a community that cares about education and has done its best to build and maintain a quality school system.

We fully understand the financial challenges that face our public schools. In our negotiations with the Board of Education spanning the last six months, we have made it clear that we are willing to do our part in helping the schools maintain quality throughout this difficult financial time. We have kept our proposals modest, fair, and affordable to the school district and the community.

To be candid, the cause of our negotiations dispute with the Board of Education is not what we have proposed. Our disagreement is based on school board proposals that are harsh, unnecessary, and unfair. Ultimately, the board proposals, if accepted, will hurt the quality of the school district now and in the future.

The Board of Education is demanding our acceptance of an unfair two-tier salary schedule that will pit teacher against teacher and create division among professionals that will last for their entire teaching careers. If their proposal is accepted, one class of teachers, the “first-class,” will forever be paid more than their new peers. The other class of teacher, the new professional, will be permanently barred from reaching a professional career-teacher salary. Once hired, new teachers will be forever reminded and resentful that they somehow are worth less than the teachers working right beside them.

The two-tier salary structure discriminates against new hires. It will inhibit the district from attracting and retaining great teachers. Additionally, it will cause divisions that separate teachers, cause resentment, and ultimately drive quality teachers to look elsewhere – to places where their professionalism is valued as highly as their “first-tier colleagues.”

Further, the school board is demanding a change to the retirement program that will punish experienced teachers who have long been promised a benefit for their years of service. The change, if accepted, could cost retiring teachers thousands of dollars in each year of their retirement for the rest of their lives. That’s unfair. It’s breaking a promise that will forever affect teachers’ financial futures.

The school board has also proposed to eliminate a partial tuition reimbursement program that teachers use to help maintain licensure and to advance their education throughout their

professional careers. That kind of disincentive to career teachers hurts education quality by discouraging professionals from returning to school and keeping their skills current.

As you will see from the following proposals, there are other items of disagreement. But the school board's unbending hard line is driving a wedge between the teachers and the school board – a wedge that is detrimental to the community, students, teachers and, ultimately, the school system as a whole.

Our community deserves better. The teachers' proposals are fair and reasonable. If the school board will bring the same commitment to fairness that we bring, we remain hopeful that an equitable settlement can be reached.

To that end, the teachers of the Teutopolis Education Association offer the following as their last offer to the school board.

- One-year agreement
- Soft freeze step and lane movement (1.679% or \$69,609)
- Keep tentative agreements to this point.
- Board and Association drop all proposals except:
 - Association Reduction in Force Language

Q. Reduction in Force

- ~~1. Should the Board of Education find it necessary to consider reducing the number of teachers employed or eliminating any programs, it will notify the Association. Before final decisions are made, the Association will have the opportunity to meet with the Board to discuss the proposed reductions and suggest alternatives.~~
- ~~2. Following this meeting, should the Board decide that such reductions are necessary, the following procedures will apply:~~
 - ~~a. No teacher on tenure will be dismissed while there is a position available which is vacant or held by a nontenured teacher and for which the tenured teacher is legally qualified.~~
 - ~~b. Should it be necessary to choose between two (2) or more tenured employees who hold legal certification and meet valid requirements established by the Illinois State Board of Education for an honorable dismissal, the teacher with the shortest length of service to the District will be selected. Should service to the District be equal, length of total teaching service will control. Should both District service and total service be equal, horizontal placement on the salary schedule will control. As a final resort, the Board will select by drawing lots.~~
- ~~3. If, within one (1) school year of the effective reduction, the Board reinstates the eliminated positions or a position becomes available through retirement,~~

~~resignation or dismissal, tenured teachers dismissed will be recalled in the reverse order and within the requirements of Article II Q 2.b above.~~

1. Continuous service shall be measured as years of continuous service as an employee in the school district provided, however, that less than full time service shall be computed on a pro-rata basis. Credit for mandatory leaves of absence shall be in accordance with District records unless the teacher can substantiate otherwise. Ties in continuous service within a RIF group will be broken by

- a. Length of total public school teaching experience;
- b. Highest degree attained and recognized on the salary schedule;
- c. Most graduate hours attained and recognized on the salary schedule; and
- d. Random selection.

2. Prior to November 1 of each school year, the administration shall post in each attendance center and make available to the Association a listing of the computed continuous service of all employees in the school district. The posting shall include a copy of this section of the Agreement and shall include with each employee's name, their original date of hire and their computed continuous service. Each employee shall have until November 15 or the first school day thereafter to file written objections to the continuous service computation which shall specify the alleged error in the continuous service computation, and the teacher cannot thereafter challenge the computation for that school year. The administration will post a final list no later than January 15 of each school year.

3. The Reduction in Force (RIF) Selection Process

- a. The order of any reduction in force shall be based on certification and qualifications, performance evaluation, and continuous service, in that order.
 - i. Employees shall first be sorted by qualifications and certification.
 - ii. All employees who meet the qualification and certification requirements for a position shall be sorted into four groups for that position based on their performance evaluation such that:
 - a. Group 1 shall be comprised of non-tenured teachers who have never received an evaluation as of the date of the creation of the RIF list. RIF's will first be made from employees listed in Group 1. Continuous service does not need to be considered in establishing the RIF order for Group 1.
 - b. Group 2 shall be comprised of tenured and non-tenured teachers who have received "unsatisfactory" or "needs improvement in one (1) of their last two (2) evaluations. Employees in Group 2 shall further be listed in order of the average rating of their last two (2) evaluations. The RIF order will begin with the employees with the lowest average. In the case of a tie, continuous service shall be the deciding factor.
 - c. Group 3 shall be comprised of teachers who have received "proficient" ratings in their last two (2) evaluations, or last one

(1) evaluation if there has only been one (1), and those who have been moved out of Group 2 based on criteria established by the RIF Committee. RIFs among members of Group 3 shall be in order of continuous service with the employee with the least amount of continuous service being terminated first.

- d. Group 4 shall be comprised of the highest performing teachers as determined by the joint committee. Until and unless the RIF Committee acts to change the criteria, the criteria shall conform to the statutory default in which the last two (2) evaluations were “excellent” or two (2) out of the last three (3) evaluations were “excellent” with the third being “proficient.” RIFs among members of Group 4 shall be in order of continuous service with the employer with the least amount of continuous service being terminated first.

b. Annual RIF List

- i. The District shall post the Annual RIF List at least 75 calendar days before the last student attendance day of the school year.
- ii. Employees who are categorized in Group 1 on the RIF list because they had not received any evaluation prior to the posting of the list, will be moved to Group 2 based on the receipt of an evaluation no later than 45 calendar days before the last day of student attendance.
- iii. The Annual RIF list shall be provided to the association president in two (2) formats: one list with names, and one with a unique anonymous identifier in place of a name.
- iv. The final Annual RIF List will be posted no later than 45 calendar days before the last student attendance day of the school year.

4. Procedures for Reduction in Force

If the foregoing conditions are met, then the procedure for Reduction in Force is as follows:

a. Right to Notice of Honorable Dismissal and Continuous Service

If the number of positions must be reduced, the employees who are subject to removal shall receive notice by certified mail at least forty five (45) days before the end of the school term, together with a statement of honorable dismissal and the reason thereof.

b. Meeting with Affected Employees

The administration will meet with the employee or employees who have been given notice of reduction to discuss the reasons for its decision. A representative of the Association will be allowed to attend such meetings. The decision of the administration shall be given to the employee in writing.

5. Re-employment Procedure after Lay-off

Any employee who has been honorably dismissed under the conditions of this article shall have rights as follows:

a. Recall Rights

Recall rights shall be in effect from the date of termination through two (2) calendar years from the beginning of the school term next following their dismissal.

b. Order of Recall

Employees shall be recalled to positions for which they are qualified in the reverse order of the reduction in force except that an employee who becomes certified or qualified for additional positions between the period of the reduction and the recall, shall be placed into the order of recall for that position based on her/his performance group and continuous service, so long as the employee has notified the Superintendent of the additional certifications or change in certification and qualification prior to the date of recall for that position.

c. Recall Notice

The employer is responsible for sending notice to the next eligible person on the recall list. A copy of this Section E will be enclosed with the notice. Notice will be sent to the last address on file with the employer. The employee must give a written response postmarked within seven (7) days of receipt of the notice of vacancy.

d. Employee Recall Response

Any employee who fails to respond to a proper notice of a vacancy will be placed at the bottom of the recall list as it exists at the time. However, an employee may elect to be passed over, in which case the employee retains his/her position on the recall list and the employer will offer the position to the next eligible employee on the list. The employee may elect to be passed over by giving written notice to the employer within seven (7) days of receiving proper notice of vacancy.

e. Eligibility for Vacant Positions

Employees will be eligible for any vacant position for which they are legally certified and qualified, including any district qualifications and requirements. Any requirements which the District establishes relating to the recall, must have been in place on May 10th of the school year prior to the vacancy becoming available. The employer will provide copies to the Association of all job descriptions which list qualifications that were in effect on May 10th, 2013, and will provide the Association with any proposed changes in said qualifications no later than April 10th of the year in which they are to be proposed.

6. Reduction in Force Committee (RIF Committee)

a. Purpose: The RIF Committee is charged with establishing the criteria by which employees will be placed into the four RIF groupings from which the employer shall establish the Annual RIF List. The Committee may also review the results of their work to assess whether the grouping, combined with the evaluation scores has an adverse impact on employees based on age or other racial or gender basis or placement on the salary schedule.

b. Composition: The RIF Committee will include five (5) representatives of the employer to be appointed by the employer and five (5) representatives of the Association who are appointed by the Association. The parties will notify each other of the representatives no later than October 1 of each school term. The

representatives shall remain on the committee until and unless one party notifies the other of a change in their appointments.

- c. Meeting Schedule: The RIF Committee can meet at any mutually agreed to time beginning October 1st of each school term. However, if the Committee does not agree to any changes in the criteria by February 1 of that school term, then the criteria in place from the previous year shall remain in effect for any RIFs conducted in that school year.
- d. Decision Strategy: The Committee shall make decisions by a majority vote of the appointed representatives of the committee.

- Association Article 3C Unused Sick Leave Incentive

Unused Sick Leave Incentives

Upon retirement, a teacher will be compensated at One Hundred Five and 00/100 Dollars (\$105.00) per day for each unused accumulated sick leave day in excess of one hundred seventy (170) days ~~not used for creditable service~~, not to exceed two hundred twenty (220) days. Payment is to be made after the employee's last paycheck is issued and more than thirty (30) but less than sixty (60) days post retirement.

- Extra-duty schedule changes from Board proposal A, B, and C.
- Remove database language from Article 2D as proposed by Board.
- Article 3A – Keep years the same. Agree to change to "completed." Add one sick day
- Association language to accumulate personal leave up to five days (3E6).

Any unused personal leave remaining at the end of a school year shall accumulate to a maximum of five (5) days. Unused personal leave beyond the accumulated five (5) days shall be added to the teacher's accumulated sick leave.